

allegations in reference to the error in the addition, and that error being corrected, there would appear to be due the complainant the sum of \$3219 45, instead of \$2219 45.

The gravamen then of this bill, as I understand it, is, that the offer of Patterson to compromise the claim, was founded upon the balance appearing to be due by him upon the face of the account. The allegation being, "that said Patterson thereupon offered to compromise *this balance* with the complainant by paying him the sum of \$2000 cash." Indeed, it would seem to be very clear, that but for this allegation, the plaintiff would be without title to the interference of the court, for it could not very well be maintained that if the settlement in question was made without any reference whatever to the accounts furnished by the complainant, but was determined upon to avoid litigation and prevent delay, that it would be competent to this court to set it aside because one of the parties, by a subsequent examination of his books has become dissatisfied with it. And especially all pretence of *mistake* would be excluded if the account in which the mistake occurred was not the basis of this settlement.

But this allegation that the offer of the defendant to pay the two thousand dollars by way of compromise was made with a view to the balance appearing due from him by the accounts sent him by the complainant, is expressly and pointedly denied by the answer, which avers, "that the defendant did not make the said proposal with reference to said stated balance, but with reference to the details and items of the account and to the grounds of the defendant's claims against the complainant," as in the answer are stated. And again, "that it was from this view of the wrongs done to him by the complainant" (the particulars of which are set out in a previous part of the answer,) "and looking to these claims against the complainant as counter to the items set forth in his said account, and not for or on account of the balance now appearing to have been erroneously stated, that this defendant balancing against his rights and his wrongs at the complainant's hands, the evils of litigation and the consideration of said complainant having the assignment of